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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JA-836 Doe, an individual,  
Plaintiff,

v.

DOE 1, a Nonprofit Corporation; DOE 2, an  
entity of form unknown; and DOE 3 through  
DOE 100,  
Defendants.

Case No. 3:23-cv-00787-AGT  
Mag. Judge Hon. Alex G. Tse

**DEFENDANT DOE 2'S ANSWER TO  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

Trial Date: No Date Set  
Date Action Filed: November 2, 2022

Defendant DOE 2 ("DOE 2") files this Answer and Affirmative Defenses to Plaintiff JA-836's ("Plaintiff") Complaint for Damages ("Complaint") as follows. DOE 2 denies that Plaintiff is entitled to the relief requested, or any other relief. DOE 2 further denies the allegations contained in the Complaint, except as expressly stated below. Any factual allegation in the Complaint is admitted below only as to the specific admitted facts, and not as to any purported conclusions, characterizations, implications, or speculations that arguably follow from the facts as admitted.

**ANSWER TO ALLEGATIONS ON PARTIES**

1. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint, and on that basis denies the allegations contained therein.

2. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint, and on that basis denies the allegations contained therein.

3. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint, and on that basis denies the allegations contained therein.

4. DOE 2 denies the allegations of Paragraph 4 of the Complaint.

5. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 5 of the Complaint, and on that basis denies the allegations contained therein.

6. DOE 2 denies the allegations of Paragraph 6 of the Complaint.

7. DOE 2 denies the allegations of Paragraph 7 of the Complaint.

### **ANSWER TO ALLEGATIONS ON FACTS**

8. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint, and on that basis denies the allegations contained therein.

9. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint, and on that basis denies the allegations contained therein. To the extent Paragraph 9 purports to imply that “Scouting organizations are organized, run, and supervised” by DOE 2, DOE 2 denies the allegation.

10. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 10 of the Complaint, and on that basis denies the allegations contained therein.

11. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint, and on that basis denies the allegations contained therein.

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12. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 12 of the Complaint, and on that basis denies the allegations contained therein.

13. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 13 of the Complaint, and on that basis denies the allegations contained therein. To the extent Paragraph 13 purports to imply that DOE 2 “operate[s] successful units” for the BSA, DOE 2 denies this allegation. To the extent that Paragraph 13 purports to allege that DOE 2 is a BSA Chartered Organization that provided or provides “training in Scouting, especially for the unit leaders, giving them information and program resources they need to run successful units,” DOE 2 denies this allegation.

14. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 14 of the Complaint, and on that basis denies the allegations contained therein.

15. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 15 of the Complaint, and on that basis denies the allegations contained therein.

16. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 16 of the Complaint, and on that basis denies the allegations contained therein.

17. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 17 of the Complaint, and on that basis denies the allegations contained therein.

18. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 18 of the Complaint, and on that basis denies the allegations contained therein. To the extent that Paragraph 18 purports to imply that DOE 2 has an obligation to “adher[e]” to certain policies set forth by the “Local Council,” DOE 2 denies the allegation.

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19. In response to Paragraph 19 of the Complaint, DOE 2 denies that it is a BSA Chartered Organization and that it oversees “Scouting organization[s]” in any way. DOE 2 further denies that it “hold[s] a key position in Scouting” and “provides leadership, meeting facilities, encouragement, and other support as needed” “to the Scouting organization.” DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of the Complaint, and on that basis denies such allegations.

20. In response to Paragraph 20, DOE 2 denies that it is a BSA Chartered Organization, that it “has important roles as the head of the Scouting department,” that it “responsible for the success of its Scouting units”, and that it “participates in Local Council governance as a voting member.” DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 20 of the Complaint, and on that basis denies such allegations.

21. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 21 of the Complaint, and on that basis denies the allegations contained therein.

22. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 22 of the Complaint, and on that basis denies the allegations contained therein. To the extent that Paragraph 22 purports to allege or imply that DOE 2 is a BSA Chartered Organization, DOE 2 denies this allegation

23. DOE 2 denies the allegations of Paragraph 23 of the Complaint.

24. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 24 of the Complaint, and on that basis the allegations contained therein.

25. DOE 2 denies the allegations of Paragraph 25 of the Complaint.

26. DOE 2 denies the allegations of Paragraph 26 of the Complaint.

27. DOE 2 denies the allegations of Paragraph 27 of the Complaint.

28. DOE 2 denies the allegations of Paragraph 28 of the Complaint.

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29. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint, and on that basis denies the allegations contained therein.

30. The allegations contained in Paragraph 30 are conclusions of law to which no response is required. To the extent the allegations are deemed factual, the allegations are denied.

31. DOE 2 denies the allegations of Paragraph 31 of the Complaint.

32. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint, and on that basis denies the allegations contained therein.

33. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 33 of the Complaint, and on that basis denies the allegations contained therein.

34. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint, and on that basis denies the allegations contained therein.

35. DOE 2 denies the allegations of Paragraph 35 of the Complaint.

36. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 36 of the Complaint, and on that basis denies the allegations contained therein.

37. DOE 2 denies the allegations of Paragraph 37 of the Complaint.

38. DOE 2 denies the allegations of Paragraph 38 of the Complaint.

39. DOE 2 denies the allegations of Paragraph 39 of the Complaint.

40. DOE 2 denies the allegations of Paragraph 40 of the Complaint.

#### **ANSWER TO ALLEGATIONS ON VENUE**

41. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 41 of the Complaint, and on that basis denies the allegations contained therein.

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**ANSWER TO ALLEGATIONS OF FIRST CLAIM FOR RELIEF**

42. Paragraph 42 of the Complaint is an incorporation paragraph to which no response is required. By way of further response, DOE 2 repeats and incorporates by reference its responses to the allegations of Paragraphs 1-41 of the Complaint, as if fully set forth herein.

43. DOE 2 denies the allegations of Paragraph 43 of the Complaint.

44. DOE 2 denies the allegations of Paragraph 44 of the Complaint.

45. DOE 2 denies the allegations of Paragraph 45 of the Complaint.

46. DOE 2 denies the allegations of Paragraph 46 of the Complaint.

47. DOE 2 denies the allegations of Paragraph 47 of the Complaint.

48. DOE 2 denies the allegations of Paragraph 48 of the Complaint.

49. DOE 2 denies the allegations of Paragraph 49 of the Complaint.

50. DOE 2 denies the allegations of Paragraph 50 of the Complaint.

51. DOE 2 denies the allegations of Paragraph 51 of the Complaint.

52. DOE 2 denies the allegations of Paragraph 52 of the Complaint.

53. DOE 2 denies the allegations of Paragraph 53 of the Complaint.

54. DOE 2 denies the allegations of Paragraph 54 of the Complaint.

55. DOE 2 denies the allegations of Paragraph 55 of the Complaint.

56. DOE 2 denies the allegations of Paragraph 56 of the Complaint.

57. DOE 2 denies the allegations of Paragraph 57 of the Complaint.

58. DOE 2 denies the allegations of Paragraph 58 of the Complaint.

59. DOE 2 denies the allegations of Paragraph 59 of the Complaint.

60. DOE 2 is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in the first sentence of Paragraph 60 of the Complaint, and on that basis denies the allegations contained therein. DOE 2 denies the remaining allegations in Paragraph 60 of the Complaint.

61. DOE 2 denies the allegations of Paragraph 61 of the Complaint.

62. DOE 2 denies the allegations of Paragraph 62 of the Complaint.

63. DOE 2 denies the allegations of Paragraph 63 of the Complaint.

**ANSWER TO ALLEGATIONS OF SECOND CLAIM FOR RELIEF**

64. Paragraph 64 of the Complaint is an incorporation paragraph to which no response is required. By way of further response, DOE 2 repeats and incorporates by reference its responses to the allegations of Paragraphs 1-63 of the Complaint, as if fully set forth herein.

65. DOE 2 denies the allegations of Paragraph 65 of the Complaint.

66. DOE 2 denies the allegations of Paragraph 66 of the Complaint.

67. DOE 2 denies the allegations of Paragraph 67 of the Complaint.

68. DOE 2 denies the allegations of Paragraph 68 of the Complaint.

**ANSWER TO ALLEGATIONS OF THIRD CLAIM FOR RELIEF**

69. Paragraph 69 of the Complaint is an incorporation paragraph to which no response is required. By way of further response, DOE 2 repeats and incorporates by reference its responses to the allegations of Paragraphs 1-68 of the Complaint, as if fully set forth herein.

70. DOE 2 denies the allegations of Paragraph 70 of the Complaint.

71. DOE 2 denies the allegations of Paragraph 71 of the Complaint.

72. DOE 2 denies the allegations of Paragraph 72 of the Complaint.

73. DOE 2 denies the allegations of Paragraph 73 of the Complaint.

74. DOE 2 denies the allegations of Paragraph 74 of the Complaint.

75. DOE 2 denies the allegations of Paragraph 75 of the Complaint.

76. DOE 2 denies the allegations of Paragraph 76 of the Complaint.

77. DOE 2 denies the allegations of Paragraph 77 of the Complaint.

**ANSWER TO ALLEGATIONS OF FOURTH CLAIM FOR RELIEF**

78. Paragraph 78 of the Complaint is an incorporation paragraph to which no response is required. By way of further response, DOE 2 repeats and incorporates by reference its responses to the allegations of Paragraphs 1-77 of the Complaint, as if fully set forth herein.

79. DOE 2 denies the allegations of Paragraph 79 of the Complaint.

80. DOE 2 denies the allegations of Paragraph 80 of the Complaint.

81. DOE 2 denies the allegations of Paragraph 81 of the Complaint.

82. DOE 2 denies the allegations of Paragraph 82 of the Complaint.



83. DOE 2 denies the allegations of Paragraph 83 of the Complaint.

84. DOE 2 denies the allegations of Paragraph 84 of the Complaint.

### **ANSWER TO PRAYER FOR RELIEF**

DOE 2 denies that Plaintiff is entitled to the relief sought in his Prayer for Relief.

### **PLAINTIFF'S DEMAND FOR JURY TRIAL**

Plaintiff's demand for a jury trial does not require a response.

### **ADDITIONAL AFFIRMATIVE DEFENSES**

Further answering Plaintiff's Complaint, and by way of affirmative defenses, DOE 2 alleges as follows to each and every cause of action asserted against it:

#### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint, and each cause of action alleged therein, fails to state a claim on which relief can be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims for relief are barred by any and all applicable statutes of limitation, including, but not limited to, California Code of Civil Procedure sections 335.1, 340.1, and 343.

#### **THIRD AFFIRMATIVE DEFENSE**

Plaintiff has unreasonably delayed in bringing this action against DOE 2. Such delay has resulted in prejudice to DOE 2, and therefore Plaintiff's cause of action against DOE 2 is barred by the equitable doctrine of laches.

#### **FOURTH AFFIRMATIVE DEFENSE**

By his own actions and inactions, Plaintiff has waived his right to, and is thus barred from, recovery against DOE 2 as alleged in the Complaint.

#### **FIFTH AFFIRMATIVE DEFENSE**

DOE 2 has acted reasonably, in good faith, without malice, and justifiably at all material times herein, based on all relevant facts and circumstances known by it at the time it so acted, without any intent to cause, or unreasonable disregard of, potentially deleterious consequences. Accordingly, Plaintiff is barred from any recovery and/or relief as against DOE 2.

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**SIXTH AFFIRMATIVE DEFENSE**

No act or omission on DOE 2's part caused the damages alleged in Plaintiff's Complaint. To the extent Plaintiff has any damages—which DOE 2 expressly denies—then other persons or entities, for whom DOE 2 bears no responsibility have acted, or omitted to act, with respect to matters that are the subject of Plaintiff's Complaint, and by reason of this intervening conduct, DOE 2 is not responsible for the damages alleged, if any.

**SEVENTH AFFIRMATIVE DEFENSE**

Persons or entities other than DOE 2, whether or not parties to this action, carelessly, negligently, or intentionally, proximately caused or contributed to the happening of Plaintiff's injury, loss or damages complained of, if any, and any damages awarded must be apportioned among such persons or entities, whether or not they are parties, in proportion to any amount attributable to such other persons or entities.

**RESERVATION OF DEFENSES**

The foregoing defenses are raised without waiver or any other defenses that might become known during this litigation. DOE 2 hereby reserves its right to amend or supplement its answer to assert any other related defenses.

**PRAYER OF DEFENDANT**

WHEREFORE, DOE 2 prays that:

1. The Complaint, and all claims and prayers for relief therein, be denied in their entirety;
2. Plaintiff takes nothing from DOE 2 by this action;
3. DOE 2 be awarded its costs incurred in defending this action;
4. DOE 2 be awarded such further relief that the Court may deem just and proper.

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1 Dated: March 1, 2023

SNELL & WILMER L.L.P.

2  
3 By: 

4 Michael B. Reynolds  
5 Colin R. Higgins  
6 Cameron J. Schlagel

7 Attorneys for Defendant DOE 2

8 **DEMAND FOR JURY TRIAL**

9 Defendant DOE 2 hereby demands a trial by jury in this matter.

10 Dated: March 1, 2023

SNELL & WILMER L.L.P.

11  
12 By: 

13 Michael B. Reynolds  
14 Colin R. Higgins  
15 Cameron J. Schlagel

16 Attorneys for Defendant DOE 2

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